

Board of Trustees Regular Meeting Agenda

**August 15, 2023 ~ 6:30 pm**

Remote Meeting using the Zoom Platform Meeting ID: 882 1439 8224 Passcode: 386800  
<https://us02web.zoom.us/j/88214398224?pwd=SUpmbDZ2dGVqSnNCZFFVSi8rU1JyUT09>

*If you would like to address The Board of Trustees at this meeting, please place your name on the sign-up sheet or indicate that through the chat function on the online Meeting Platform. You will be recognized to speak during the "Public Comment" portion of the agenda. Discussion is limited to 5 minutes and please state your name and address your comments to the Board. Thank you for your cooperation. Also, please silence your phones and do not use them during the meeting out of consideration for your Board Members and Staff who are presenting information during the meeting.*

1. **Call Meeting to Order**
2. **Roll Call** – The Empire Board of Trustees requires a simple majority of four trustees present at the meeting for a quorum.
3. **Approval of Agenda**
4. **Approval of Consent Agenda:**
  - a. Minutes July Regular Meeting
5. **Resolutions:**
  - a. **Resolution 23-06: Intergovernmental Agreement for Law Enforcement Mutual Aid Between the Town of Empire, Colorado, and Clear Creek County, Colorado**
    - i. IGA with Empire and Clear Creek County Sheriff
6. **Convene as Liquor Licensing Board:**
  - a. **Renewal for Umiya, Phillips 66**
    - i. Report from Chief Lorenz
    - ii. Report from Clerk Piel
  - b. **Special Events Liquor License Devil on the Divide**
    - i. Report from Chief Lorenz
    - ii. Report from Clerk Piel
7. **Reports:**
  - a. Mayor: (CCEDC, CDOT, CCFA)
  - b. Police:
    - i. Stats from Police Department
  - c. Events:
    - i. Friends of Clear Creek Adopt-a-Highway Clean-Up. August 19<sup>th</sup>, 8-10 am.
    - ii. Devil on the Divide. September 9<sup>th</sup>.
  - d. Admin:
  - e. Planning Commission:
    - i. All Planning Commission meetings are in-person with remote access.
    - ii. The next Regular Planning Commission Meeting will be held on Wednesday, August 30<sup>th</sup>, 2023, at 6:30 pm.
8. **Public Comment:** Public comment is limited to 5 minutes per person. The Board does not respond to questions during this time. For operational questions, please email the clerk.
9. **Board of Trustees Training Program**
10. **New Business from Board of Trustee Members**
11. **Moment of Appreciation**
12. **The Next Board of Trustees Training Workshop is September 5<sup>th</sup>, 2023.**

13. **The Next Board of Trustees Regular Meeting is Tuesday, September 19<sup>th</sup>, 2023, at 6:30 pm. In-person with remote access.**

14. **Adjourn Meeting**

Wendy Koch  
(Mayor Wendy Koch)

J. Piel  
(Town Clerk Jeannette Piel)

**Town of Empire**  
*30 East Park Avenue/P.O. Box 100 Empire, Co 80438*  
*303.569.2978 - 303.569.2282 fax*

**Board of Trustees Regular Meeting Minutes**  
**August 15, 2023 ~ 6:30 pm**

In Person and Remote Meeting using the Zoom Platform.

**1. Called Meeting to Order**

Mayor Wendy Koch called the meeting to order at 6:35 PM. The meeting was held in person and through Zoom.

**2. Roll Call** – The Empire Board of Trustees requires a simple majority of four trustees present at the meeting for a quorum.

**Present:** Mayor Wendy Koch, Mayor Pro-Tem Linda Robertson, Trustee Denise Tennant, Trustee Lorry Singmaster, and Trustee Randy Horning. Also in attendance were Town Clerk Jeannette Piel, Police Chief Andrew Lorenz, and Attorneys Brandon Dittman and Wilson Scarbeary attending virtually on Zoom.

**Absent:** Trustee Susan Owen and Trustee Jacob Belcher.

A quorum was present at the meeting.

**3. Approval of Agenda**

**TRUSTEE LINDA ROBERTSON MOTIONED TO APPROVE THE AGENDA FOR JUNE 20, 2023, TRUSTEE HORNING SECONDED THE MOTION, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.**

The Agenda was approved

**4. Approval of Consent Agenda:**

a. Minutes July Regular Meeting

**TRUSTEE TENNANT MOTIONED TO APPROVE THE JULY 18, 2023 MEETING MINUTES, TRUSTEE LINDA ROBERTSON PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, FOUR WERE IN FAVOR, TRUSTEE SINGMASTER ABSTAINED. MOTION PASSED.**

The Consent Agenda was approved.

**5. Resolutions:**

**a. Resolution 23-06: Intergovernmental Agreement for Law Enforcement Mutual Aid Between the Town of Empire, Colorado, and Clear Creek County, Colorado**

i. IGA with Empire and Clear Creek County Sheriff – Chief Lorenz and the Board discussed the arrangement with the County, requesting statistics. The Agreement is important for our police to work with other municipalities for coverage and sharing of resources.

**TRUSTEE ROBERTSON MOTIONED TO ADOPT RESOLUTION 23-06: A RESOLUTION OF THE TOWN OF EMPIRE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CLEAR CREEK COUNTY**

**SHERIFF'S OFFICE, TRUSTEE SINGMASTER PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.**

Resolution 23-06 was adopted and is effective immediately.

**6. Convene as Liquor Licensing Board:**

**TRUSTEE SINGMASTER MOTIONED TO ADJOURN AS THE BOARD OF TRUSTEES AND CONVENE AS THE LIQUOR LICENSING BOARD, MAYOR PRO-TEM ROBERTSON PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.**

**a. Renewal for Umiya, Phillips 66**

- i. Report from Chief Lorenz - no violations or issues have been reported in the past.
- ii. Report from Clerk Piel - up to date with all town invoices.

Public Hearing was open and closed with no comment.

**TRUSTEE ROBERTSON MOTIONED TO APPROVE THE RENEWAL OF THE LOCAL LIQUOR LICENSE FOR UMIYA, PHILLIPS 66, TRUSTEE SINGMASTER PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.**

The Events Liquor License for Umiya, Phillips 66 has been approved.

**b. Special Events Liquor License Devil on the Divide, on Saturday, September 9th.**

- i. Report from Chief Lorenz - no violations or issues have been reported in the past.
- ii. Report from Clerk Piel - up to date with all invoices.

**TRUSTEE ROBERTSON MOTIONED TO APPROVE THE RENEWAL OF THE SPECIAL LIQUOR LICENSE FOR DEVIL ON THE DIVIDE, TRUSTEE SINGMASTER PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.**

The Special Events Liquor License for Devil on the Divide trail run has been approved.

**TRUSTEE HORNING MOTIONED TO ADJOURN AS THE LIQUOR LICENSING BOARD AND RECONVENE AS THE BOARD OF TRUSTEES, TRUSTEE TENNANT PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.**

The Board adjourned as the Liquor Licensing Board and reconvened as the Board of Trustees.

**7. Reports:**

**a. Mayor: (CCEDC, CDOT, CCFA)**

**Colorado Department Of Transportation (CDOT):** US 40 traffic will now be rerouted on weekdays along with I70 after some rocks blasted on I70 ended up on US40.

**Clear Creek Fire Authority (CCFA):** Mayor Koch has a request for the Board Members to attend a 7 PM Thursday meeting with the CCFA at the County Commissioners Room in Georgetown.

**b. Police:**

- i. Stats from Police Department – Chief Andrew Lorenz provided general crime statistics for the past month, including weapons offenses, property damage, and agency assists in Clear Creek and Jefferson Counties (graph attached.) Chief Lorenz also explained situations that won't show up as crime on statistics, but that still require the police (and sometimes even public works) to respond. Example: today's garbage truck fire. Also, saw a new student at the bus stop and he knew school hadn't started so he made sure the child was safely reunited with his parents.
  - ii. BEAR alert: A bear has broken into a house and is huge. CALL DISPATCH if you see the bear so DOW can follow up on previous reports and KEEP YOUR DISTANCE. Prevent throwing trash out in the middle of the night, and be aware of where you are storing food etc. More information will be in the next newsletter.
- c. Events:
- i. Friends of Clear Creek Adopt-a-Highway Clean-Up. August 19th, 8-10 am.
  - ii. Devil on the Divide. September 9th. Finish line is in Empire, the community is welcome.
- d. Admin:
- i. Contact the clerk for any information you cannot find on the website.
  - ii. The Clear Creek County community is asked to complete a survey about the Clear Creek Fire Authority.
- e. Planning Commission:
- i. All Planning Commission meetings are in-person with remote access.
  - ii. The next Regular Planning Commission Meeting will be held on Wednesday, August 30th, 2023, at 6:30 pm.

**8. Public Comment:** Public comment is limited to 5 minutes per person. The Board does not respond to questions during this time. For operational questions, please email the clerk.

**Frank Mauracher:** Will stay after to get answers from a previous meeting. Asked that with the I70/US40 construction starting next year, what are the plans for the overburden dirt and millings? If it goes to the ball park can we work with the state so they level out the rough streets in town, especially work on main street going north and south. Asked who you call about junk in town? (Was given a non-emergency town police form to fill out, also available on the website.)

## **9. Board of Trustees Training Program**

Lisa Kunze, Town Projects Assistant, provided an overview of future training workshops focusing on municipal code and the relationships between the Master Plan and municipal code and gave a brief history of current staff's efforts to organize and find important documents and create a historical archival process. The next training workshop was set for September 5th, 2023.

## **10. New Business from Board of Trustee Members**

Update on Town Park Survey, which already has an over 10% response rate and will close on August 31 with results presented next meeting.

## **11. Moment of Appreciation**

Clerk Piel asked participants to share what they appreciate, love, and miss when they're gone from Empire:

- \*the smell of sage and pine
- \*the same lightning bolt woke us all up in the middle of the night
- \*community spirit and the way the town comes together to help each other
- \*small town!
- \*we know our neighbors, value this greatly
- \*watching the snowfall in the winter and then thaw in the river in the summer
- \*all the town staff, officials and volunteers; can't put a price on liking where you work
- \*can always learn from the tourists
- \*likes taking visitors to cemetery because it's so interesting; a tombstone says 'shot by'
- \*park is rated 4.8 stars out of 5 on google! Is known as a hidden gem.

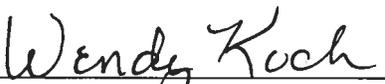
**12. The Next Board of Trustees Training Workshop is Tuesday, September 5th, 2023.**

**13. The Next Board of Trustees Regular Meeting is Tuesday, September 19th, 2023, at 6:30 pm. In-person with remote access.**

## **14. Adjourned Meeting**

**TRUSTEE HORNING MOTIONED TO ADJOURN, TRUSTEE TENNANT SECONDED THE MOTION, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.**

The meeting was adjourned at 7:42 PM.

  
\_\_\_\_\_  
(Mayor Wendy Koch)

  
\_\_\_\_\_  
(Town Clerk Jeannette Piel)

**TOWN OF EMPIRE, COLORADO**  
**Resolution 23-06**

**A RESOLUTION OF THE TOWN OF EMPIRE, COLORADO APPROVING AN  
INTERGOVERNMENTAL AGREEMENT WITH THE CLEAR CREEK COUNTY  
SHERIFF'S OFFICE FOR LAW ENFORCEMENT MUTUAL AID**

**WHEREAS**, the Town of Empire ("Town") is a statutory municipality organized under the laws of the State of Colorado; and

**WHEREAS**, C.R.S. § 29-1-203 permits municipal and county governments to enter into cooperative agreements with each other for the provision of any function, service or facility lawfully authorized to each; and

**WHEREAS**, C.R.S. § 29-5-103 and 29-5-104 allow for the temporary assignment of peace officers to other jurisdictions, and the request for temporary assignment of peace officers from another jurisdiction when necessary to respond to unforeseen emergency conditions, such as riots, large-scale disturbances and natural disasters; and

**WHEREAS**, these statutes primarily contemplate significant emergency response situations and require the involvement and approval of the respective Chief and Sheriff, or persons performing the respective functions of the Police Chief or Sheriff; and

**WHEREAS**, the Town and Clear Creek County (the "County") recognize and agree that there are many routine, less critical law enforcement functions that each party performs in the vicinity of the other and for which the Parties wish to have a mutual aid process that does not require the direct involvement of the Police Chief or Sheriff, or person serving in that capacity, and that does not implicate the liability-shifting provisions of C.R.S. § 29-5-108; and

**WHEREAS**, the Town and Clear Creek County wish to enter into an intergovernmental agreement to allow for mutual aid in these less critical law enforcement functions; and

**WHEREAS**, the Town and County have negotiated an Intergovernmental Agreement for Law Enforcement Mutual Aid Between the Town of Empire, Colorado and Clear Creek County, Colorado (the "IGA"); and

**WHEREAS**, the Town of Empire Board of Trustees (the "Board") desires to approve the IGA.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE  
TOWN OF EMPIRE, COLORADO:**

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Town Board of Trustees hereby:

- (a) Authorizes the Mayor to Execute the IGA on behalf of the Town and for the Town Clerk to attest to their signature.
- (b) Further authorizes the Mayor, in consultation with the Town Clerk and Town Attorney, to take all other actions necessary to implement the IGA.

Section 3. This Resolution shall take effect immediately upon adoption.

**ADOPTED THIS 15<sup>th</sup> DAY OF AUGUST 2023**

TOWN OF EMPIRE

By: Wendy Koch  
Wendy Koch, Mayor

ATTEST:

By: J Piel  
Jeannette Piel, Town Clerk

**INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT MUTUAL AID  
BETWEEN THE TOWN OF EMPIRE, COLORADO, AND  
CLEAR CREEK COUNTY, COLORADO**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”), dated this \_\_\_\_ day of \_\_\_\_\_, 2023, entered into between Clear Creek County, Colorado, through its Board of County Commissioners (“County”), and the Town of Empire, Colorado, through its \_\_\_\_\_ Mayor and Board of Trustees (“Town”) (collectively referred to herein as “the Parties”).

**RECITALS**

**WHEREAS**, C.R.S. § 29-1-203 permits municipal and county governments to enter into cooperative agreements with each other for the provision of any function, service or facility lawfully authorized to each; and

**WHEREAS**, C.R.S. § 29-5-103 and 29-5-104 allow for the temporary assignment of peace officers to other jurisdictions, and the request for temporary assignment of peace officers from another jurisdiction when necessary to respond to unforeseen emergency conditions, such as riots, large-scale disturbances and natural disasters; and

**WHEREAS**, these statutes primarily contemplate significant emergency response situations and require the involvement and approval of the respective Chief and Sheriff, or persons performing the respective functions of the Police Chief or Sheriff; and

**WHEREAS**, the Parties recognize and agree that there are many routine, less critical law enforcement functions that each party performs in the vicinity of the other and for which the Parties wish to have a mutual aid process that does not require the direct involvement of the Police Chief or Sheriff, or person serving in that capacity, and that does not implicate the liability-shifting provisions of C.R.S. § 29-5-108; and

**WHEREAS**, each of the Parties provides law enforcement services within its own area of jurisdiction with Colorado POST-certified peace officers; and

**WHEREAS**, the Town is located within the County and the Town of Empire Police Department (“EPD”) provides full-time law enforcement services to the mountain area, together with the Clear Creek County Sheriff’s Office (“CCSO”); and

**WHEREAS**, the Parties’ peace officers frequently assist each other, cover each other on calls for service, and respond to emergency calls in advance of the other when one party’s officers are not immediately available because of distance or call load; and

**WHEREAS**, because of geographic considerations, CCSO’s deputies are frequently closer to the Town to respond to calls or to provide backup to incidents within the Town; and

**WHEREAS**, because of geographic considerations, EPD officers are frequently closer to the unincorporated areas of the County in the vicinity of the Town to respond to calls or to provide backup to incidents within such areas; and

**WHEREAS**, the Parties recognize the mutual benefit and utility of assisting the other and the advantage of a mutual aid agreement; and

**WHEREAS**, the Parties desire to enter into this IGA regarding the EPD's performance of law enforcement services within the unincorporated areas of the County in the vicinity of the Town, and CCSO's performance of law enforcement services within the Town.

NOW, THEREFORE, in consideration of the mutual promises herein below contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

**1. Recitals:**

The foregoing Recitals are incorporated herein as affirmative and material representations of the Parties.

**2. Terms and Conditions:**

It is understood and agreed that this IGA is intended to facilitate cooperation between the Parties in the provision of services provided herein, but that this IGA does not authorize any party (or the employee of any party) to act on behalf of the other for any purpose whatsoever. This IGA shall provide only for the sharing of in-kind services by the Parties toward the establishment of a common mutual goal, said goal being to provide for sufficient law enforcement coverage for the Town and the unincorporated areas of the County in the vicinity of the Town.

This IGA will operate as follows:

- a. EPD is responsible for responding to incidents in the Town; CCSO is responsible for responding to incidents in the unincorporated areas of the County.
- b. If reasonably available, EPD agrees to respond to emergency calls, cover CCSO's deputies on contacts and calls, and assist with high priority calls for service in the unincorporated areas of the County, in geographic proximity to the Town, upon the request of CCSO. EPD shall notify CCSO of any serious criminal incident occurring in an unincorporated area of the County, and shall turn over primary responsibility for investigation of said incident to a deputy sheriff with CCSO as soon as one becomes available.
- c. If reasonably available, CCSO agrees to respond to emergency calls, cover EPD on contacts and calls, and assist with high priority calls for service in the Town, upon the request of EPD. CCSO will notify EPD of any serious criminal incident occurring in the

Town, and will turn over primary responsibility for investigation of said incident to an officer of EPD as soon as one becomes available.

d. No individual employee of the CCSO is authorized to perform the functions of the EPD, nor is any individual employee of the EPD authorized to perform the functions of the CCSO, absent a specific request to do so, or a pre-existing written agreement.

e. When acting upon a specific request for assistance, EPD will be acting under full color of authority, as Colorado Certified Peace Officers, while responding in unincorporated areas of the County. CCSO Deputies will be acting under full color of authority, as Colorado Certified Peace Officers while responding in the Town.

f. When EPD Officers or CCSO Deputies respond to a scene pursuant to the terms of this IGA, they shall work under the general oversight and supervision of the requesting agency of jurisdiction. However, they shall continue to adhere to the policies and procedures of their home agency.

g. Each party is responsible for the compensation of its own employees, provision of workers' compensation insurance and other benefits, liability coverage, and all other costs associated with the activities of their employees while acting under the terms of this IGA. (Exceptions may be negotiated on a case-by-case basis for long-term or special events, which may be eligible for reimbursement with prior consent and agreement between the parties).

### **3. Term and Termination.**

This IGA shall be in effect as of the date first-above written and shall continue in effect indefinitely. Either party may terminate this IGA upon fifteen (15) days' written notice.

### **4. Relationship of Parties.**

The Parties enter into this IGA as separate, independent governmental entities and shall maintain such status throughout. Officers assigned under this IGA shall be considered and shall remain employees of their respective law enforcement agency at all times and for all purposes under this IGA.

### **5. Prior Agreements Superseded.**

All prior IGAs between the Parties concerning the provision of mutual aid in the geographic regions addressed by this IGA are intended by the Parties to be repealed, superseded and without further force or effect, to the extent their terms are otherwise addressed by this IGA.

**6. Colorado Governmental Immunity Act.**

No party shall be liable under this IGA for the actions of the other's employees and agents. By agreeing to this provision, the Parties do not waive or intend to waive, the limitations on liability which are provided to Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. The provisions of C.R.S. § 29-5-108 shall not apply to activities conducted pursuant to this IGA.

**7. No Third-Party Beneficiaries.**

It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this IGA shall give or allow any such claim or right of action by any other third party on such IGA. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the IGA shall be deemed an incidental beneficiary only.

**8. No Assignment.**

Each party covenants and agrees that it will not assign this IGA or any interest or part thereof or any right or privilege pertinent thereto without the prior written consent of the other.

**9. Fund Availability.**

The Parties understand and acknowledge that they each are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this IGA. It is understood and agreed that this IGA does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this IGA to the contrary, any payment obligation of either Party is expressly dependent and conditioned upon the continuing availability of funds beyond the current fiscal term. Any financial obligation that arises after the current fiscal year is contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Notwithstanding any other provision of this IGA concerning termination, upon either Party's failure to appropriate the funds necessary to fulfill its obligations under this IGA, this IGA shall automatically terminate.

**10. Governing Law.**

The law of the State of Colorado shall be applied in the interpretation, execution and enforcement of this IGA.

**11. Paragraph Captions.**

The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this IGA.

**12. Entire Agreement.**

This IGA embodies the entire agreement of the Parties. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms of conditions of this IGA shall be valid unless reduced to writing and signed by the Parties.

**13. Notices**

Except as otherwise provided herein, all notices permitted or required under this IGA shall be in writing, signed by the Party giving the same, and shall be deemed properly given on the second (2nd) day after it is placed in the United States mail, first-class postage-prepaid, or immediately upon personal delivery to the other Party, addressed to them at the addresses appearing on the signature page hereof. Each Party, by written notice to the other, may specify any other address for the receipt of such notices.

**Addresses for notices**

**County:**  
Clear Creek County Sheriff  
Clear Creek County Sheriff's Office  
P.O. Box 2000  
Georgetown, CO 80444

**Town:**  
Empire Police Chief  
Empire Police Department  
P.O. Box 100  
Empire, CO 80438

With a copy to:  
Clear Creek County Attorney  
Clear Creek County  
P.O. Box 2000  
Georgetown, CO 80444

Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
\_\_\_\_\_

**14. Approval; Binding Effect**

In accordance with C.R.S. § 29-1-203(1), this Agreement shall not become effective unless and until it has been approved by the governing bodies of both Parties. Upon such approval, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their successor governing bodies.

**15. No Joint Venture; No Agency.**

This is an Agreement for the provision of services. This agreement does not create a joint venture between the Parties, nor does it constitute either Party as an agent of the other.

**16. Waiver.**

The waiver of any breach of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by that Party either of the same or of another provision of this Agreement.

**17. Severability.**

The invalidation of any provision of this IGA, or of any paragraph, sentence, clause, phrase or word herein, or in the application thereof in any given circumstance, shall not affect the validity of the remainder of this IGA.

IN WITNESS WHEREOF the Parties hereto have executed this IGA, which shall be effective upon the first date written above.

**CLEAR CREEK COUNTY, COLORADO**

**TOWN OF EMPIRE**

\_\_\_\_\_  
Randall P. Wheelock, Chairman  
Board of County Commissioners  
County of Clear Creek

*Wendy Koch*  
\_\_\_\_\_  
Wendy Koch, Mayor

Attest:

Attest:

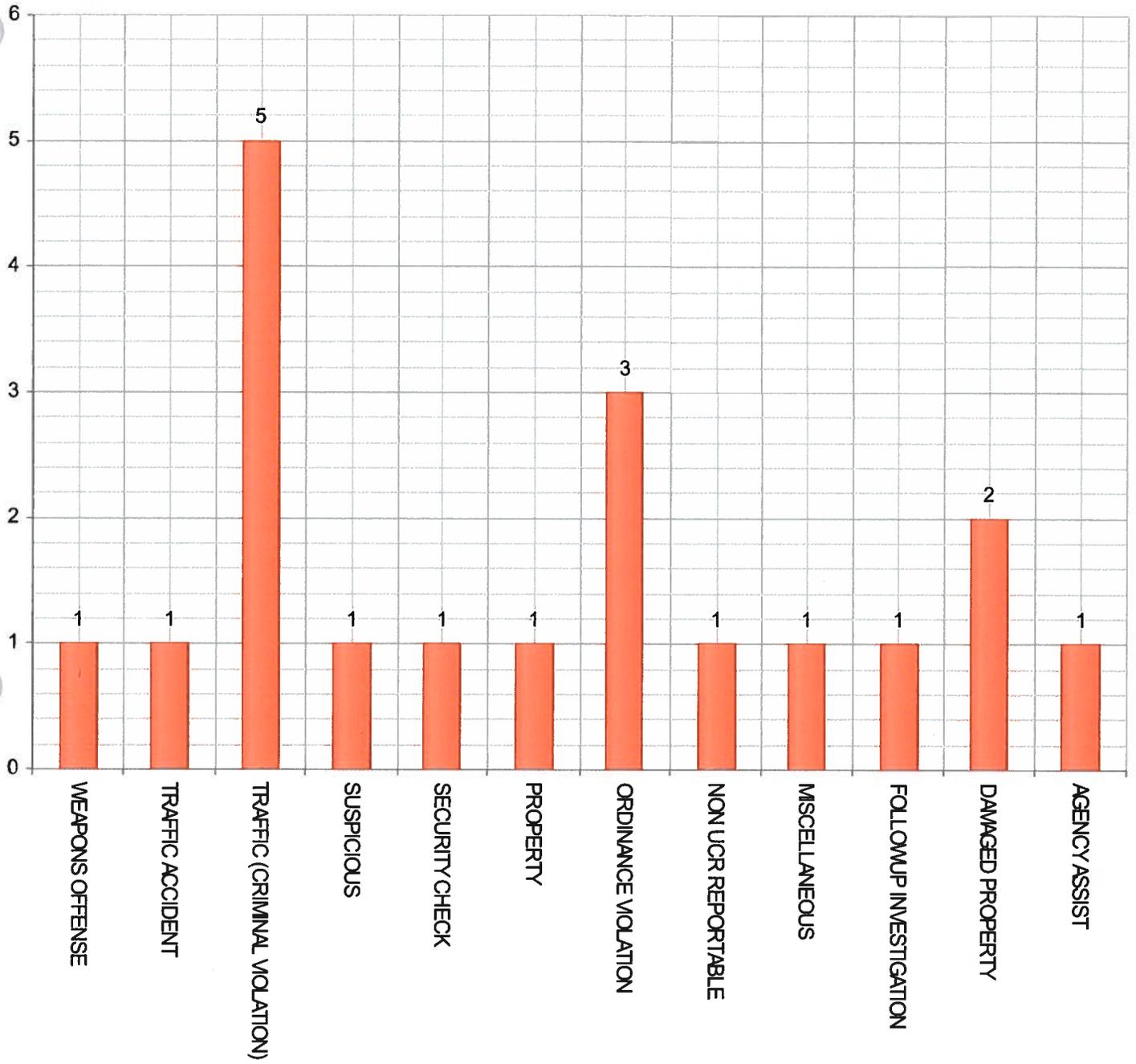
\_\_\_\_\_  
Deputy Clerk and Recorder  
For Brenda L. Corbett  
Clear Creek County Clerk and Recorder

*J. Phil*  
\_\_\_\_\_  
Town Clerk

SEAL

SEAL

# STATS



# Devil on the Divide Fact Sheet:

## Event Details

Date /Time: Devil on the Divide 50k/22k  
Saturday, September 9, 2023  
7:00 am Start

Location: Empire Ball Field, Empire Colorado  
50K – Henderson Mine Start>Jones Pass> CDT>  
Herman Gulch>Bard Creek> Empire Finish  
(Point to Point) 22K -Henderson Mine Start>  
Jones Pass> CDT>Herman Gulch Finish

Attendees: For this 9th year event, we anticipate 175 participants for the 50K, 175 for the 22K.  
Event sells out every year

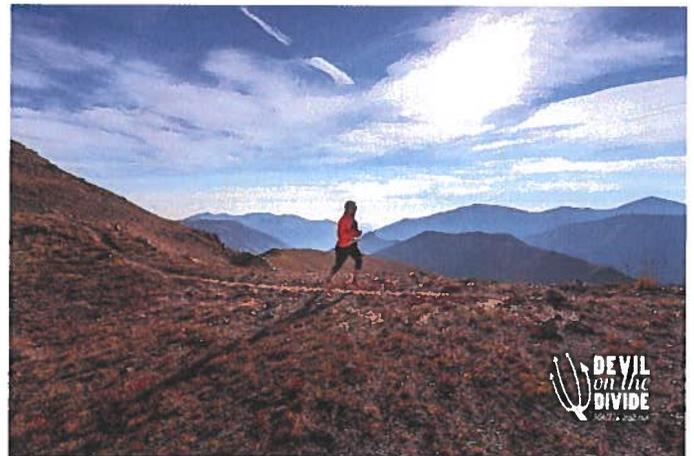
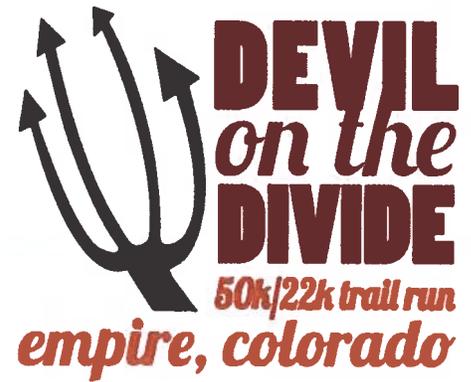
Event Goal: To offer a beautiful and challenging event in Clear Creek County showcasing the County to a wide range of runners from all over Colorado and the Nation. To get area businesses and residents involved and to raise funds for our beneficiaries.

## Event

Beneficiaries: Proceeds from the race are split between Alpine Rescue Team, Continental Divide Trail Coalition and the Clear Creek Recreation Youth Scholarship Fund

## Community

Involvement: Partnering with the community is beneficial to area businesses and race participants. With only 5% of participants residing in Clear Creek County, the event brings lot of folks to the area. Donations from local businesses are given away at the conclusion of the race and gives participants additional opportunities to see what Clear Creek County has to offer.



## Contact Information:

Stacey Todd, Devil on the Divide  
devilonthedivide@gmail.com  
970-333-9885, www.devilonthedivideultra.com



